

DOGM  
MINERALS PROCK  
FILE COPY

USG Corporation  
101 South Wacker Drive  
Chicago, IL 60606-4385  
312 606-4000  
FAX: 312 606-4093

m/641/008  
orig. in bond file  
w/ MR-RC  
form



April 17, 1990

Ms. Pam Littig  
State of Utah  
Division of Oil, Gas and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203

Dear Ms. Littig:

Per the request of D. Wayne Hedberg, we are enclosing an executed Form MR-RC. It is our understanding that this is the only form required at this time.

We also wish to inquire as to the status of the return of the First Interstate Letter of Credit. Your advise in regard to this LOC will be greatly appreciated.

If you have any questions or require additional information, please feel free to call.

Very truly yours,

USG CORPORATION

A handwritten signature in dark ink, appearing to read "Bruce A. Czyl".

Bruce A. Czyl  
Property Insurance Manager

BAC/kw  
Enclosure  
FEBRUARY/79

RECEIVED  
APR 23 1990  
DIVISION OF  
OIL, GAS & MINING

DOGM  
MINERALS PROGRAM  
FILE COPY

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

RECEIVED  
APR 23 1990

DIVISION OF  
OIL, GAS & MINING

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) ACT/041/008  
(Mineral Mined) GYPSUM

"MINE LOCATION":

(Name of Mine)	<u>JUMBO JENSEN QUARRY</u>
(Description)	<u>Sevier County, Utah</u>
	<u>Township 22 S Range 1 West SLM</u>
	<u>Sections 14, 15, 21, 22 and 23</u>
	<u>Township 22 S Range 1 West SLM</u>
	<u>Sections 28, 29, 32 and 33</u>

"DISTURBED AREA":

(Disturbed Acres)	<u>155.59</u>
(Legal Description)	<u>Exhibit A</u>

"OPERATOR":

(Company or Name)	<u>UNITED STATES GYPSUM COMPANY</u>
(Address)	<u>101 South Wacker Drive</u>
	<u>Chicago, IL 60606</u>
(Phone No.)	<u>(312) 606-4000</u>

"OPERATOR'S REGISTER AGENT":

(Name)

(Address)

(Phone No.)

c/o

CT Corporation System

50 W. Broadway

Salt Lake City, Utah 84101

"OPERATOR'S OFFICER(S)":

See Attached List

"SURETY":

(Form of Surety - Exhibit B)

Letter of Credit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Northern Trust Company

"SURETY AMOUNT":

(Escalated Dollars)

\$216,700

"ESCALATION YEAR"

1993

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

EXHIBITS:

Revision Dates:

A "DISTURBED AREA":

B "SURETY":



This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Operator and the Board.

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. ACT/041/008 which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim the Disturbed Area in accordance with Operator's approved Reclamation Plan and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board, which surety is in the form of the surety attached hereto as Exhibit B and made a part hereof. The surety shall remain in full force and effect according to its terms unless modified by the Board in writing. If the surety contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the reclamation bond, the Operator shall provide a replacement bond in a form and amount acceptable to the Board. If the Operator fails to so provide an acceptable replacement bond, the Division may order the Operator to cease further mining activities and to begin reclamation of the site.

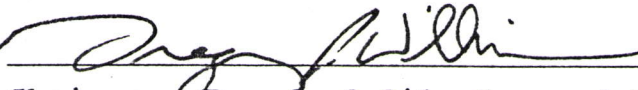
3. Operator agrees to pay public liability and property damage claims resulting from mining as determined by the Board or the Division, to the extent provided in the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, and the Reclamation Plan.
5. The Operators liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention and the Reclamation Plan.
6. Operator agrees to indemnify and hold harmless the State, Board and Division from any claim, demand, liability, cost charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents, and employees, or contractor to comply with this Contract.
7. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
8. This Contract shall be governed and construed in accordance with the laws of the State.
9. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including attorneys fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.



10. Any breach of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety, or take such other action as is authorized by law.
11. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
12. This Contract represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
13. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

SO AGREED this 16th day of APRIL 1990.

APPROVED AS TO FORM AND AMOUNT OF SURETY:

By   
Chairman, Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By

Dianne R. Nielson  
Director

Date

5-24-90

STATE OF Utah )

) ss:

COUNTY OF Salt Lake )

On the 24<sup>TH</sup> day of May, 1990, personally appeared before me, who being by me duly sworn did say that he/she, the said DIANNE R. NIELSON is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she duly acknowledged to me that he/she executed the foregoing document by authority of law on behalf of the State of Utah.



Marjorie L. Anderson  
Notary Public  
Residing at: SLC, Utah

My Commission Expires:

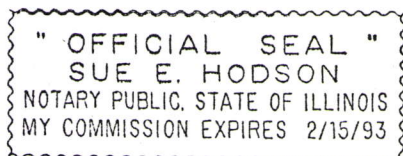
OPERATOR: UNITED STATES GYPSUM COMPANY

By W. R. Hogan  
Corporate Officer - Position  
VICE PRESIDENT & TREASURER

4/17/90  
Date

STATE OF ILLINOIS)  
)  
COUNTY OF DUPAGE)  
ss.

On the 16TH day of April, 19 90, personally  
appeared before me W. R. Hogan who being by  
me duly sworn did say that he/she, the said W. R. Hogan  
is the Vice President & Treasurer of United States Gypsum Company  
and duly acknowledged that said instrument was signed on behalf of  
said company by authority of its bylaws or a resolution of its board  
of directors and said  
W. R. Hogan duly acknowledged to me that said  
company executed the same.



Sue E. Hodson  
Notary Public  
Residing at: Glen Ellyn, IL

My Commission Expires:



NAME OF COMPANY: United States Gypsum Company

PRINCIPAL OFFICE: 101 South Wacker Drive, Chicago, IL 60606

DATE INCORPORATED: February 4, 1966 (incorporated under the name of USG Corporation. Name changed on July 1, 1966 to United States Gypsum Company).

HOW INCORPORATED: Pursuant to the General Corporation Law of the State of Delaware.

AUTHORIZED CAPITAL: \$1,000      SHARES: 250      PAR: \$4

STOCKHOLDERS' ANNUAL MEETING: Date and time to be determined by or under the authority of the Board of Directors.

DIRECTORS' REGULAR MEETINGS: Immediately after the annual stockholders' meeting in each year and at such other times as may be determined by the Board of Directors.

OFFICERS

ADDRESS

P. Jack O'Bryan, President and Chief Executive Officer	101 South Wacker Drive Chicago, IL 60606
/ William C. Foote, Senior Vice President and General Manager-West	1 South Wacker Drive Chicago, IL 60606
/ David T. Rowe, Senior Vice President and General Manager-East	P. O. Box 16511 Atlanta, GA 30321
/ Frank R. Wall, Senior Vice President, Operating Services	101 South Wacker Drive Chicago, IL 60606
James V. Anderson, Vice President, Market Development	P. O. Box 15611 Atlanta, GA 30321
Raymond T. Belz, Vice President, Finance & Assistant Secretary	101 South Wacker Drive Chicago, IL 60606
John S. Bush, Jr., Vice President	900-19th Street, N.W. Suite 225 Washington, DC 20006
Randall L. Catt, Vice President, Human Resources	101 South Wacker Drive Chicago, IL 60606
William R. Hogan, Vice President and Treasurer	"      "      "

/ Denotes change.

Cancels sheet  
dated 7-24-89

United States Gypsum Company

OFFICERS (continued)

ADDRESS

James J. Kelly, Jr., Vice President, Marketing	101 South Wacker Drive Chicago, IL 60606
Arthur G. Leisten, Vice President, Ass't. Secretary and General Counsel	" " "
/ John R. Haarlander, Vice President, Manufacturing	" " "
Edwin L. Wade, Secretary	" " "

DIRECTORS

Brian W. Burrows	700 North Highway 45 Libertyville, IL 60048
Samuel D. Constan	855 North Third Street Tipp City, OH 45371
William R. Hogan	101 South Wacker Drive Chicago, IL 60606
William R. C. Macdonald	CGC Inc. P. O. Box 4034, Terminal "A" Toronto, Ontario M5W 1K8, Canada
George E. Murphy*	101 South Wacker Drive Chicago, IL 60606
P. Jack O'Bryan*	" " "
Donald E. Roller*	" " "
David T. Rowe	P. O. Box 16511 Atlanta, GA 30321

STOCKHOLDER

SHARES

USG Corporation

250

\*Member of Executive Committee.

/ Denotes change.

Cancels sheet  
7-24-89